(1) Supreme Court, U.S.
FILED
No. 031560 MAR 27 2004
OFFICE OF THE CLERK

In The

Supreme Court of the United States

Joseph Ureneck, Pro Se
Petitioner

v.

Ping Cui
Respondent

On Petition for Writ of Certiorari
To The Massachusetts Appeals Court

PETITION FOR WRIT OF CERTIORARI

Joseph Ureneck
PO 395
Milton, MA 02186
617 436-0320

QUESTION PRESENTED FOR REVIEW

INTRODUCTORY STATEMENT

Plaintiff's 1999 breach of contract action presented as a case stated was approved by trial court, then reversed by district appellate court with reversal upheld by state appeals court. The trial court ruled the defendant had received services bargained for while both the district appellate and state appeals in reliance on case law ruled the contract violated public policy. No statutes or Massachusetts state case precedents were invoked by either the district appellate or state appeals courts. Further Appellate Review by the Massachusetts Supreme Court was denied.

QUESTION

Whether the Massachusetts Appeals Court, following trial court judgment in favor of Plaintiff as case stated without evidentiary hearing or trial by jury, deprived Plaintiff of property without due process of law by voiding, under color of public policy, a $7,500 service contract in violation of Article V, VII and XIV of the U.S.. Constitution.

PETITION FOR WRIT OF CERTIORARI

Plaintiff Joseph Ureneck respectfully petitions for a writ of certiorari to review the judgment of the Massachusetts Appeals Court decision of November 4, 2003 in this case.

OPINIONS BELOW

The Opinion of the Appeals Court of Massachusetts is reported at 2003 Mass. App. LEXIS 1182,*;59 Mass. App. Ct. 809; 798 N.E.2d 305 (2003) and included in *Pet. App. 2-11*. The relevant prior orders of the District Appellate Court *Pet. App. 11-18* and the Trial Court are included herein *Pet. App. 18-21*.

JURISDICTION

On December 29, 2003 the Massachusetts Supreme Court denied Plaintiff's Request for Further Appellate Review of Massachusetts Appeals Court decision. *Pet. App. 1*

The jurisdiction of this court is invoked under 28 U.S.C. Chapter 81 Sec. 1257

CONSTITUTIONAL PROVISIONS, TREATIES, STATUTES, ORDINANCES AND REGULATIONS INVOLVED

1. The Fourteenth Amendment to the United States constitution, Section which provides in pertinent part: No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State

deprive any person of life, liberty or property without due process of law, nor deny to any person with its jurisdiction the equal protection under the laws.

2. The Fifth Amendment to the United States Constitution, which provides in pertinent part: No person shall be ... deprived of life liberty or property, without due process of law....

3. The Seventh Amendment to the United States Constitution, which provides: In suits at common law, where the value in controversy shall exceed twenty-dollars, the right of trial by jury shall be preserved, and no fact trial by a jury, shall be otherwise reexamined in any court of the United states, than according to the rule of common law.

4. 42 U.S.C. Sec. 1983 which provides in pertinent part; Every person, who under color of any statute, ordinance, regulation, custom or usage of any state or territory or the District of Columbia, subjects or causes to be subjected, any citizen of the Untied States or other person within the jurisdiction thereof to the deprivation of any rights, privileges or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceedings in redress.

STATEMENT

This case began as a breach of contact action in November, 1999 brought by a personal introduction service, Rainbow International Marriage Service Incorporated (Rainbow), to recover a service fee from the defendant Ping Cui. Rainbow, a Massachusetts corporation, operated a matchmaking service. Clients paid a registration fee and were provided with introduction and translation services. Plaintiff contracted to provide clients defendant with introductions of prospective partners until such time as clients married.

The trial court, stating the defendant received the benefits of the contract *Pet. App. 32-33* for which she bargained, ruled in favor of the plaintiff on a case stated basis. The court also ruled that, as a case stated, ruling of law had no standing and declined to rule upon such requests. *Pet App.18-19* Following appeal by defendant to the district appellate division that court reversed the trial court on public policy grounds, a decision affirmed by the state appeals court.[1] *Pet. App. 11* It is that state appeals court decision which is the subject of this petition. No evidentiary hearing or trial was conducted.

The district appellate court first raised the public policy issue in its ruling *Pet App. 17*, a ruling that was affirmed by state appeals court which also raised Federal law *Pet. App. 7-8* in its decision. Plaintiff brought the issue of misuse of

[1] Following the district appellate court decision Joseph Ureneck's unopposed motion to substitute as plaintiff was approved.

public policy concerns and of conflict with federal law *Pet. App. 27-28* to the attention of the Supreme Judicial Court of Massachusetts in its application for further appellate review *Pet App. 22-32* Plaintiff provided notice to the Appeals Court that relevant information to the case was not in the record and requested permission to provide the court with the information. The motion was denied *Pet. App. 22* The court in its decision then included information which plaintiff had not been able to contest at the trial level as a basis for its judgment. *Pet. App. 3-6* Despite this procedural irregularity, the Supreme Judicial Court of Massachusetts declined to review the case. *Pet. App. 1*

REASONS FOR GRANTING THE PETITION

In basing its judgment on public policy reasoning the Appeals Court of Massachusetts deprived Plaintiff of due process rights under the U.S. Constitution and is in conflict with past rulings of the U.S. Supreme Court regarding public policy-determined judgments.

> " Neither common sense nor "general considerations of supposed public interests" are suitable vehicles for identifying public policy; rather, courts must glean public policy from laws and legal precedents. Id. (quoting W.R. Grace , 461 U.S. at 766). Because the lower courts had predicated their perceptions of public policy on intuition rather than positive law, the judgment could not stand. "

The U.S. Supreme Court has thus laid out two requirements for public policy based decisions. In this case the court

ignored the first requirement, the lack of positive law in Massachusetts as well as the existence of positive law in at least two states, California and Connecticut. *Pet. App. 34-39*, which have statutes providing for a contract of the type between plaintiff and defendant in this case. Regarding the second requirement, the court opted to selectively use case precedent to color the contract in question by placing the mantle of 'marriage broker' over the contract without evidentiary hearing or trial evidence. The lack of sufficient facts before it, acknowledged by the Appeals Court during oral argument *Pet. App. 24-25* , resulted in an arbitrary and prejudicial use of judicial power. The only facts before the court, the case stated, were not sufficient to allow the Appeals Court to determine that the contract in question violated public policy when measured against the lack of statute law in Massachusetts and any well-reasoned analysis of case precedent history. Contrary to U.S. Supreme Court decisions, the Appeals Court reasoning was rooted in common law. *Pet. App. 6,9*

> There is not a single decision, since this Court washed its hands of general common-lawmaking authority, see *Erie R. Co.* v. *Tompkins*, 304 U. S. 64 (1938), in which we have refused to enforce on "public policy" grounds an agreement that did not violate, or provide for the violation of, some positive law. See, *e.g.*, *Hurd* v. *Hodge*, 334 U. S. 24 (1948) (refusing to enforce under the public policy doctrine a restrictive covenant that violated Rev.Stat. §1978, at 42 U. S. C.§1982)

and

> To put the question more specifically, does a contractual agreement to reinstate Smith with specified conditions, see App. to Pet. for Cert. 29a, run contrary to an explicit, well-defined, and dominant public policy, as ascertained by reference to positive law and not from general considerations of supposed public interests? See **Misco, supra, at 43.** *SCALIA, J., concurring in judgment SUPREME COURT OF THE UNITED STATES No. 99–1038 EASTERN ASSOCIATED COAL CORPORATION, PETITIONER v. UNITED MINE WORKERS OF AMERICA, DISTRICT 17 ET AL.*

The Appeals Court also displayed prejudice and muddied the waters of its decision when it relied on federal law to cite public policy concerns. *Pet. App. 7-8* . Although this law (8 USC Sec. 1375(d)) proscribes certain actions on the part of matchmaking organizations the law, through its regulatory nature, inherently provides for the lawful contractual exercise of the service provided by the plaintiff. Again, although the Appeals Court had no record basis to believe the plaintiff had contravened any federal law, it cavalierly used the mantle of this regulatory law to justify its conclusion. *Pet. App. 27*

The type of service and contract in question is one which, despite The Appeals Court desultory decision, a conclusion dependant in part on the District Appellate Court statement that the contract in question has not gained any legal cachet

Pet. App. 16 in modern times, is in conflict with the common and popular use of such services today. *Pet. App. 39-52* Since original prohibitions against true brokerage contracts arose in the year 1695 *Pet. App. 30* courts have relied on facts to determine the 'brokerage' nature of the cases. This is not the case here however where the Appeals Court (and the District Appellate court before it) threw a broad cloak of generalized case precedents over the contract in question to reach its decision. It is a pernicious judicial tendency when, lacking any positive law, a court uses supposed public interest to ensure a desired conclusion. The result of such judicial scrutiny by the Appeals Court decision, in addition to the conflict with the US Constitution and federal law, is certain to create future conflict between states. *Pet. App. 54*

CONCLUSION

The petition for writ of certiorari should be granted to resolve the conflict between the Appeals Court of Massachusetts' judgment with the U.S. Constitution and federal law and to provide clear guidance to state courts as to the appropriate procedure and standards of review when considerations of public policy are undertaken by state courts of last resort.

Respectfully submitted,
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APPENDIX

Supreme Judicial Court for the Commonwealth of Massachusetts
One Beacon St., Third Floor, Boston, Massachusetts 02108
(617) 557-1020

Mr. Joseph Ureneck
P.O. Box 395
Milton, MA 02186

RE: Docket No. FAR-13801

JOSEPH URENECK
Vs.
PING CUI

Quincy District, NO No. 9956CV1834
A.C. No. 2002-P-0623

NOTICE OF DENIAL OF F.A.R. APPLICATION

Please take note that on 12/29/03, the above-captioned Application for Further Appellate Review was denied.

Susan Mellen, Clerk

Dated: December 29, 2003
To: Joseph Ureneck
John P. Connell, Esquire

Commonwealth of Massachusetts
Appeals Court for the Commonwealth
At Boston

In the case no. 02-P623
JOSEPH URENECK
Vs.
PING CUI

Pending in the Appellate Division of the District Court
for the County of Norfolk

Ordered, that the following entry be made in the docket:
Decision of the Appellate Division of the District Court
affirmed.

By the Court
S/_____Clerk

Date November 4, 2003

[(Stamp) Note: The original of the within rescript will issue in due course pursuant to M.R.A.P. 23 Appeals Court]

02-P-623 Appeals Court

JOSEPH URENECK vs. PING CUI
NO.02-P-623

Norfolk September 9, 2003 - November 4, 2003
Present: Greenberg, Kafker, & Cohen, JJ.
Marriage. Contract, with broker, Validity

Civil action commenced in the Quincy Division of the District Court Department on November 16, 1999

The case was heard by Paul E. Ryan, J., on a statement of agreed facts

Joseph Ureneck, pro se.
John P. Connell for the Defendant.

Kafker, J. the question presented is whether an international matchmaking services agreement providing for the payment of $7,500 following the marriage of the defendant, Ping Cui, to a person introduced to her by Rainbow International Marriage Service Incorporated (Rainbow), is enforceable.[1] We conclude that the agreement is a marriage brokerage contract void and unenforceable as matter of public policy.

This breach of contract action was presented to the District court "as a case stated,' based on the following undisputed facts: Rainbow, a Massachusetts company directed and operated by the plaintiff, Joseph Ureneck, out of the Beijing Friendship Hotel in China, prepared an agreement English and Chinese to provide "an international matchmaking service." Rainbow agreed to 'introduce suitable prospective marriage partners on continuing basis until such time as the client is married." The service was marketed as a 'personal and convenient way to meet your marriage partner." The clients were described as Chinese and Western men and women of all ages." The clients, or at -least those appearing on Rainbow's website, were in fact almost exclusively women from China. The service included putting pictures of the clients and other information they provided about themselves on Rainbow's

[1] Rainbow was the original plaintiff in District Court. After the Appellate Division of the District Court decided this case, an unopposed motion to substitute Joseph Ureneck as plaintiff was allowed.

website. In return, the clients were given the names of those who expressed an interest, as well as other information that those people, who to be mostly "Western men, sent by electronic mail (email) to Rainbow. Rainbow also agreed to facilitate communications between the clients and those interested in them.

The clients agree to pay Rainbow a nonrefundable registration fee of 5,800 Yuan (U.S. $700). The agreement also provided that the client aggress to pay Rainbow US $7,500.... following his/her marriage with a person introduced by Rainbow, that is such payment is not made within 60 days following such marriage there shall be an annual interest rate of 18% paid by clients on payments overdue." The agreement further states that 'settlement of an dispute regarding this agreement shall be settled in that country a in which (1) client holds legal residency and in which client's spouse hold nationality or in that country in which client's spouse holds nationality."

On May 20, 1995 Ping Cui signed the agreement and paid the registration fee. Ping cui was thereafter listed and profiled on the web site. Her age and employment were provided, as was her picture.

On November 28, 1997 John Choma responded to Rainbow's website expressing inte4rest in Ping Cui. He also included personal informat6ion about himself, such as his residence in Massachusetts, his age, height, education, and that his work was in 'clothing material design". Rainbow relayed all this information, without verification or other background checks, to Ping Cui on December 13, 1997. Between December 13, 1997 and may 18, 1998, Ping Cui and Rainbow had no further communications.

In March and April 1998, Choma sent email to Rainbow, describing his ongoing correspondence with Ping Cui, his intention to meet her and her family in China, and her arrangements for wedding photographs. He also asked Rainbow for 'information and procedures. required for marriage registration" in China. On May 18, 1998 Ping Chui wrote a letter to Rainbow that stated: "I want to first tell you that I didn't marry the person you introduced to me. The information you gave me about the man you introduced was not the same. He is not an engineer and he doesn't have a regular job...From Sept. 1997 I lost my job and so don't have a regular job income. If you continue to give me service and if someone will marry me. I will not be able to pay your service fee. ...I want us to stop our contract. I request that you return my photos and inf9ormation. Please do as I require."

Approximately one year later, on April 24, 1999, Ping Cui and Choma were married in Attleboro. The marriage certificate indicated that she was 37 years old and he was 49. -

Ping cui did not make the $7,500 payment6 required of \by the agreement "following marriage." Rainbow thereafter brought a breach of contract action in district court in Massachusetts based on Massachusetts's law.[2] The trial judge concluded that Ping cui had received the full benefit of the bargain. He reasoned that "[w] hile this court has no doubt that contracts which are by design intended to produce fraudulent marriages or produce mistaken marriages violate public policy, here this is not the case." In a carefully research opinion, the Appellate Division of the District Court reversed, concluding that the contract at

[2] Both parties as being governed by Massachusetts's law have presented the case. The plaintiff and the defendant also both reside in Massachusetts.

issue violated the longstanding common law prohibition against the enforcement of marriage brokerage contracts.

Discussion. Although there are no Massachusetts cases that directly decide the validity of a marriage brokerage contract, there is clear and consistent case law and commentary to turn to guidance. Marriage brokerage contracts are defined as contract to pay a third person for negotiating, procuring or bringing about a marriage. See, e.g. Restatement of (First) of contracts S. 582 (1932); Pollock, Principles of Contract at Law and in Equity 464 (3ded. 1906; Pomeroy, Equity Jurisprudence S 931, at 19562 (4th ed. 1918; 52 Am. Jur. 2d Marriage S120 (2000)

Such contracts have been condemned and declared unenforceable in American jurisprudence without exception or equivocation. See Morrison v. Rogers, 115 Cal. 252, 253 (1896); Helen v. Anderson, 83 Ill. App. 506 509 (1989); Mullah v. Mussed, 205 Mitch App. 352, 353 (1994); Duval v. Wellman, 124 N.Y. 156, 160 (1891; Singh v. Singh, 81 Ohio App. 3d 376, 381 (1992); Anderson v. Goings, 187 S.W. 2d 415, 417 (Tex. App. 1945); Restatement (First) of contracts, supra; 15 Corbin, contracts S 1475, at 546 (interim ed. 2002) (court s have declared that " the business of marriage broker is illegal"). IN Massachusetts, although there are no decisions ruling on the question, the Supreme Judicial Court nonetheless has referred in dicta to marriage brokerage contracts as belonging in the category of contracts void against public policy.[3]

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[3] See Boynton v. Hubbard, 7 Mass. 112, 117-118 (1810) (in a case involving the question of whether an heir could contract away his expected inheritance, Chief Justice Parsons, writing for the court, analogized these contracts to marriage brokerage contracts which he described as void); Fuller v. Dame, 18 Pick. 472, 482 (1836) (for illustrative purposes, in the context of determining the validity of a

The rationale and rule are encapsulated in the words of Justice Story: " The pernicious tendency of such contracts is so great that enforcement of them by the course will be refused regardless of the propriety or the expediency of the particular marriage." 1 Story, Commentaries on Equity Jurisprudence Sec. 375, at 353 (14th ed. 1918). See Boynton v. Hubbard, 7 Mass. 112, 118 (1810) (marriage brokerage contracts, although "not fraudulent on either party, are yet void, because they are a public mischief, as they j have a tendency to cause matrimony to be contracted on mistaken principles"). Despite inevitable changes in societal mores and the marriage brokerage business since story wrote his treatise, there remains ample basis for concern regarding "pernicious tendencies in the twenty –first century world of international matchmaking and marriage brokerage contracts out of which this case arises.

These concerns have only been heightened as this business booms over the Internet. See. E.g., International Matchmaking organizations: A Report to Congress (Report)[4] (although calling for more study, Report recognizes that a virtually "unregulated international matchmaking industry present numerous opportunities for

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promissory note intended to influence the location of railroad depot, Chief Justice Shaw asserted that "any promise of reward" in consideration of a marriage brokerage is "void")

[4] The report. available on the Bureau of Citizenship and Immigration services website, at httop://www.bcis.gov/graphics/aboutus/repsstudies/Mobrept_full.pdf (last visited November 3, 2003), was issued in response to the Congressional mandate made under the illegal Immigration Reform and Immigrant Responsibility Act of 1996. 8 U.S.C. Sec. 1375(d) (1996) (Act). The Act. aimed at immigration fraud, requires that international matchmaking organizations (IMOs) provide immigration and naturalization information and the Report to non-citizens using IMOs' services and imposes civil penalties for failure to provide such information.8 U.S.C. Sec. 1375(b)(1)(2).

exploitation). See also Chun, The Mail order Bride Industry: The perpetuation of t Transnational Economic Inequalities and Stereotypes, 17 U. Pa J. Intl. Econ. L 1155, 1183-1187(1996)(identifying potential problems faced by internet ail-order brides); Jackson, To Honor and Obey: Trafficking in "Mail Order Brides," 70 Geo. Wash. L. Rev. 475, 476-480 (2002 (describing deception and exploitation associated with international matchmaking organizations in the Internet age); Lee, Mail Fantasy: Global Sexual Exploitation in the Mail-order Bride Industry and Proposed Legal solutions, 5 Asian L.J. 139, 141 (1998)(focusing on the problems arising from the "organized business of capitalizing on women's disadvantaged positions in pursuit of profit " from marriage); Lloyd, Wives for Sale: The Modern International Mail Order Bride Industry, 20 Nw. J. Intl. L. & Bus. 341, 353-354 (2000) (identifying particular vulnerabilities of the immigrant, internet-ordered bride and commenting on problems potentially arising out of the marriage brokerage debt).

The undisputed facts here establish that the agreement at issue is a marriage brokerage contract. The company, whose full name was Rainbow International Marriage Service, agreed " [t] o introduce suitable prospective marriage partners on a continuing basis until such time as the client is married." As previously noted, the services were advertised as a personal and convenient way to meet your marriage partner." with the exception of the $700. up-front, non-reimbursable fee, the remainder of the compensation Rainbow would receive was due only upon the client's marriage. The amount due upon marriage was more than ten times the amount of the registration fee.[5]

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[5] The defendant has not counterclaimed for the return of the $700. Only the $7,500 marriage payment is in dispute.

The plaintiff argues that the agreement is not a marriage brokerage contract because his business is providing other service s and he is not paid for the marriage, just the services leading up to the marriage, should the marriage occur. His argument ignores the letter and spirit of the contract, which is tightly focused on procuring and paying for marriage. His agreement, or at least the $7,500 marriage payment provision at issue, is also not a dating services and support as he contends. The agreement does not even refer to dating or social referral services. Dating or social referral services contracts that do not contain provisions for payment based on marriage are not marriage brokerage contracts. Cf. State v. Leifer, 89 Misc. 2d724, 725-726 (N.Y. Sup. Ct. 1976) (interpreting N. Y. Gen. Bus. Law Sec. 349-c [McKinney 1988] and granting attorney General's request to eliminate marriage brokerage fee provision from "social referral services contract on public policy grounds) The plaintiff also seeks to define narrowly what makes a marriage brokerage contract void as a matter of public policy. He suggests that only contracts to procure a marriage with an identified person or agreements to bring about marriage for improper reasons are prohibited. He also argues that because he is paid only "following" the marriage he is not interfering with the spouse's free choice of a marriage partner. This ignores the breadth of the prohibition as defined by the common law, which, as stated earlier, is concerned with the pernicious tendencies of these contracts in general and does draw distinctions based on the different types of marriage being brokered, the motives of the marriage partners or broker, the situation of the spouses, or the propriety of the particular marriage. [6] We conclude

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That this agreement falls squarely within the categorical prohibition against marriage brokerage contracts and is therefore void as against public policy.

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[6] See Fuller v. Dame, 18 Pick. At 481 (brokerage contract still void even if a "man might entertain a very sincere opinion that a marriage between a certain gentleman of his acquaintance, and a lady of considerable fortune would be highly beneficial and contribute to the happiness of both parties");2 Pomeroy Equity Jurisprudence Sec. 931, at 1952 (marriage brokerage contracts are 'absolutely void, without the slightest regard to the situation of the souses or the fitness of the marriage"); 1 Story, Commentaries on Equity Jurisprudence Sec. 375, at 353.

Decision of the Appellate Division of the District court affirmed.

TRIAL COURT OF THE COMMONWEALTH
APELLATE DIVISON OF THE DISTRICT COURT
SOUTHERN DISTRICT

RAINBOW INTERNATIONAL MARRIAGE SERVICE
d/b/a RAINBOW
Plaintiff-Appellee

V.

PING CUI a/k/a CUI PING
/k/a ROSE CUI
Defendant-appellant

APPELLATE DIVISION NO. 1404

IN THE DISTRICT COURT, QUINCY DIVISION:
Justice: Paul E. Ryan, J.
Date of Finding or Decision appealed from: March 30, 2001
Docket Number:9956CV1834
Date of Entry in Appellate Division: June 14, 2001
IN THE APPELLATE DIVISION:

Justices: Wheatley, P.J.; Welsh, J; Winslow, J.
Sitting at Brockton Division

Date of Argument: October 25, 2001
Date Opinion certified: March 8, 2002

Counsel for Plaintiff: Joseph E. Titlebaum, Esquire
Counsel for Defendant: John P. Connell, esquire

OPINION

WINSLOW, J Rainbow International Marriage Service ("Rainbow"), a Massachusetts company with a branch office at the Friendship Hotel in Beijing, China brought an action in contract against the defendant Ping Cui ("Ms. Cui) for failing to pay the $7,500 plus interest and costs of collection as a result of her marriage to a man to whom she had been introduced by Rainbow. Relying on a statement of agreed facts filed by the parties, the trial judge entered summary judgment in favor of Rainbow. We reverse.

The undisputed facts are as follows: On May20 1995 in Beijing, Ms. Cui signed English and Chinese language versions of a contract that had been prepared by Rainbow. Rainbow agreed to perform the following services: to provide an international matchmaking service; to introduce suitable prospective marriage partners on a continuing basis until such time as the client is married; to consult with the client free of charge regarding the matchmaking service and introductions, with a $50 hourly fee for telephone or office consultations; and to arrange for translation of letters from Chinese into English. Ms. Cui agreed to provide suitable photographs as requested by Rainbow for introductions; to allow Rainbow to edit her letters for clarity and quality and to review any photographs used in correspondence with any person introduced by Rainbow; to respond within a reasonable time to any other client introduced by Rainbow; and to provide copies s of marriage photographs for Rainbow's company records.

Any failure by Ms. Cui to provide a suitable photograph, allow editing of her letters, or promptly respond to any suitors arranged by Rainbow would void the agreement. The agreement provides that "no guarantee is made as to when a successful match/marriage will be made." Ms. Cui paid a $700.00 non –refundable registration fee. In addition to the registration fee, the agreement between the parties further provided that Ms. Cui

> Agrees to pay Rainbow US $7,500 (Seven Thousand Five Hundred US Dollars) following his /her marriage with a person introduced by Rainbow, that if such payment is not made within 60 days following such marriage there shall be an annual interest rate of 18 % paid by client on all payments overdue, that all costs of collection of such payment shall be assumed by client...

Ms. Cui's photograph and biographical information were added to Rainbow's Internet website following execution of the agreement. ON November 28, 1997, John Choma of Dorchester contacted Rainbow's website by email and expressed interest in Ms. Cui. ON December 13, 1997, Rainbow provided Ms. Cui with Mr. Choma's address and other biographical information. Once Ms. Cui became aware of Mr. Choma's existence through Rainbow, Ms. Cui had no further dealings directly with Rainbow other than a letter dated May 18, 1998 requesting to terminate the agreement. On April 1998, Mr. Coma contacted Rainbow to request information regarding marriage procedures and Rainbow provided the requested information. Rainbow did not verify any of Mr. Coma's biographical information or investigate his background or suitability to marry Ms. Cui. Rainbow did not receive or revisé any correspondence exchanged between Ms. Cui and Mr. Choma. On April 24, 1999, Ms. Cui and Mr. Choma were married in Attleboro,

Massachusetts and Rainbow commenced this action to recover the $7,500 fee described in the agreement.

" The sanctity of the marriage relationship has historically been at the foundation of the welfare of the state, and the law has therefore looked with jealous regard at bargains concerning that relationship." Williston, ON Contracts, Sec./ 16:17, p 429. "The Legislature has declared that 'the policy of this commonwealth [is] to direct its efforts..to the strengthening and encouragement of family life." G.L. c. 119, Sec. 1 (1984 ed)... Given this broad concern with the institution of marriage, the State has a legitimate interest in prohibiting conduct which may threaten that institution. Capazzoli v. Holzwasser, 201 Mass. 158, 160-161 (1986). Massachusetts courts have long recognized that "marriage is a social institution, or status, in which, because the foundations of the family and domestic relations rest upon it, the commonwealth has deep interest to see that its integrity is not put ion jeopardy, but maintained." Coe v. Hill, 201 Mass. 15, 21 (1909); Green v. Richmond, 369 Mass. 47, 51 (1975) ("Massachusetts has a strong public interest in ensuring that its rules governing marriage are not subverted")_

Marriage brokerage contracts sometimes are defined as "agreements by which a person is to benefit from consent to or promotion of a marriage between two other persons." 52 Am Jur. 2d Marriage Sec. 120, p. 824 (1970). Cf White v. Equitable Nuptial Benefit Union, 76 Ala. 251 (1884) ("[a] marriage brokerage contract is an agreement for the payment of money, or other compensation, for the procurement of a marriage.") Rainbow's agreement with Ms. Cui extended far beyond the scope of a simple introduction or dating service. True to the company name "Rainbow International Marriage Service Company," the arrangement between Rainbow and Ms. Cui was a marriage

brokerage contract as a matter of law. While both parties note that no Massachusetts court explicitly has held that marriage brokerage contracts are void as violative of public policy, the Supreme Judicial Court has presume that such contracts are void. In Boynton v. Hubbard, 7 Mass 112 (1810), which involved a wager upon the defendant's surviving either of his relatives, the Court observed:

> marriage brokerage bonds, which are not fraudulent on either party, are yet void, because they are a fraud on third persons, and are a public mischief, as they have a tendency to cause matrimony to be contrac5ted on mistaken principles, and without the advice of friends; and they are relieved against as general mischief, for the sake of the public.

Id. At 118. Similarly in Fuller v. Dame, 18 Mass. 472 (1836), arising from the sale of land, the Court noted in dictum that

> [t]he law goes further than merely to annul contracts, where the obvious and avowed purpose is to do or cause the doing of unlawful acts; it avoids contracts and promises made with a view to place one under wrong influences... A man might entertain a very sincere opinion that a marriage between a certain gentleman of his acquaintance, and a lady of considerable fortune, would be highly beneficial and contribute to the happiness of both parties, and he might lawfully propose this to one or both. But any promise of reward made to him to induce him to do this, or any promise made afterwards in consideration of such services, would be void.

Id. At 481-482. And see Opinion of the Justices, 163 Mass. 589, 592-593 (1895) ("[t] here never has been at any time

in Massachusetts an absolute right in its inhabitants to make all such contracts as they pleased... Marriage brokerage and post obit bonds and covenants in restraint of trade sometimes have been held void.") the dearth of more recent Massachusetts case decisions does not support a conclusion that marriage brokerage agreements somehow have gained legal cachet in the intervening years. Instead, as the Supreme Court of California observed, "[t] he rule that a marriage brokerage contract is invalid, as being contrary to public policy.... is so elementary that but very few case involving the question have found their way into the reported decision; but, whenever the question has been presented, courts have invariably declared that the action could not be maintained." Morrison v. Rogers, 115 Cal. 252, 253 (1896).

Marriage brokerage contracts are widely recognized as void and have been so held in all jurisdictions where they have been tested. See Annot. Validity of agreement by which one is benefit from consent to, or promotion of, marriage between other persons, 72 A.L.R. 1113. Several decisions from other jurisdictions are instructive on the agreed facts in this matter. IN White v. Equitable Nuptial Benefit Union, 76, Ala. 251 (1884), citing Boynton v. Hubbard, supra, the court reasoned that marriage brokerage contracts were void against public policy because they are "calculated to bring to pass mistaken and unhappy marriages, to countervail parental influence in the training and education of children, and to tempt the exercise of undue and pernicious influence, for selfish gain, in respect to the most scared of human relations." Id. The Illinois Appellate Court in Helen v. Anderson, 83 Ill. App. 506 (1898) also cited Boynton v. Hubbard as well as the "pernicious tendency" of marriage brokerage contracts, holding that "[a]ll undertakings of such go-betweens as these mercenary matchmakers are reprobated by law." Id In In re Grobe's Estate, 127 Iowa

121 (1905) citing Fuller v. Dame, supra, the Court concluded that "a marriage brokerage contract, pure and simple, such as is deemed by the law to be against public policy, and therefore void." Id at 805. IN Duval v. Wellman, 124 N.Y. 156 (1891, citing Boynton v. Hubbard, involved a "bonus' provision in the event of marriage similar to the bonus Rainbow now seeks to collect from Ms. Cui. The Duvall court ruled that it is "firmly established that all such [marriage brokerage] contracts are utterly void as against public policy" for the reasons stated in Boynton. Id. Finally, in Johnson's Adm'r v. Hunt, 81 Ky. 321 (1883), in which the broker agreed to write letters to the intended just as Rainbow agreed to do, the Court observed that marriage brokerage contracts have "always been held void" because, in part, such contracts, if carried out, result in unhappy marital relations, and have been discountenanced by the law, Id at 324-325.

In Kovler v. Vagenheim, 333 Mass. 252 (1955), the Supreme Judicial Court upheld a contract in which the brothers of a woman promised to indemnify her suitor from any money he might be liable for her support and that of any children of the marriage. The Court noted that the contract "was undoubtedly in aid of, and not in derogation of marriage. The contract provides security for an unimpaired obligation to support. There can be nothing contrary to public policy to underwrite the performance o that obligation." Id at 254. By contrast, the contract, which Rainbow seeks to enforce, could drive a financial wedge between people whom otherwise would web, particularly for person of limited means. Exposing the defendant to contractual liability arising from her marriage would be undoubtedly in derogation, and not in aid of marriage. The agreement between Rainbow and Ms. Cui is void as against public policy. The judgment for Rainbow is reversed and judgment shall enter for the defendant Ping cui.

SO ORDERED

s/John C. Wheatley, Presiding Justice

s/Robert a. Welsh, Justice

s/Daniel B. Winslow, Justice

This certifies that this is the opinion of the Appellate Division in this case.

s/Patricia D. Minotti, clerk

Commonwealth of Massachusetts
Trial Court of the commonwealth
District Court Department-civil Circuit
Quincy Division

NORFOLK, ss CIVIL ACTION NO. 99CV1834

RAINBOW INTERNATIONAL MARRIAGE ASERVICE INCORPORATED, d/b/a RAINBOW, Plaintiff(s)

v.

PING CUI a/k/a CUI PING, a/k/a ROSE CUI Defendant

This is an action in contract in which Plaintiff seeks to recover for services provided to Defendant.
FINDINGS OF FACT AND RULINGS OF LAW

This action has been presented to the court as a case stated. Presented in this manner Plaintiff's request for rulings of

law have no standing and the Court declines to rule upon those requests. Antoun v Commonwealth, 303 Mass. 80,81 (1939). It is however, the Court's duty to order the correct judgment on the agreed facts. Redden v. Ramsev, 309 Mass. 225, 227(1941).

Presented to this Court, Plaintiff, a Massachusetts company operated at a business location in Beijing, China. It was the business of the Plaintiff to use the computer Internet through it's Web Site "Rainbow Introductions" to profile clients, including the Defendant, for persons who may be interested in a relationship with a Chinese national. In order to be profiled, a client, such as the Defendant, was required, by terms of a contract, to pay a $700.00 registration fee. The Defendant paid her registration fee. If a person expressed interest in a client and the client expressed an interest, the Plaintiff would arrange with the chosen client for an introduction of the person to the interested party. If the introduction evolved into a relationship that turned to marriage, the client was obligated to pay the Plaintiff a $7500.00 fee. Beyond the introduction, The Plaintiff was obligated to translate correspondence, if necessary, between Chinese and English and act as a consultant, for an additional fee of $50.00 per hour, when needed.

On November 28, 1997, Mr. Choma, a Untied States Citizen who resided in the Dorchester section of the city of Boston, Massachusetts, responded to the Plaintiff's Web Site through an email concerning the Defendant. The Plaintiff contacted the Defendant and inquired of her interest and thereafter, contacted Choma, requesting that he supply personal information about himself and then forwarded the information received from Choma to the Defendant. The Defendant on May 18, 1998, contacted the plaintiff and requested that she be released from the contract. On April 5, 1998, Choma requested from the

Plaintiff information regarding marriage in China. On April 24, 1999, the Defendant and Choma were married in Attleboro, Massachusetts.

The Defendant argues that to enforce the contract that she entered into would violate public policy. It is her position that the terms of the contract unreasonably restricts a persons right to marry. In other words, her position is that the contract inherently has a 'chilling effect on any woman who wants to marry the man of her choice but can not afford the so-called 'success fee".

In determining what public policy is a court looks to the expression of the Legislature and the decisions of the Supreme Judicial Court. Capazolli v. Holzwasser, 379 Mass 158, 160 (1986). The Legislature, while having extensively address the issue of marriage, see G.L. c 207, has not addressed the type of relationship. Nor, has the Supreme Judicial Court addressed a contract such as the one is this case in its prior holdings. The Court has, however, acknowledge, "Massachusetts has a strong public interest in preventing the rules of marriage from being subverted. "Reep v Commissioner of Dept. Of Employment and Training, 412 Mass. 845, 854, citing Green v Richmond, 369 Mass.47, 51(1975). So for example, in that line our Supreme Judicial Court has determined that contracts the consideration of which are founded upon the abandonment of marriage are violative of public policy, Capazolli v. Holwasser, 379 Mass. 158 (1986): and so are 'agreements providing for a general restraint against marriage." A.Z. v B.Z., 431 Mass. 150, 161 (2000) citing Gleason v Man, 312 Mass 420, 425 (1942)

The Plaintiff introduced the Defendant to her eventual spouse. The defendant hit, if you will, the "jackpot" in terms of the relationship. While this Court has no doubt

that contracts which are by design intended to produce fraudulent marriages or produce-mistaken marriages violate public policy, here, this is not the case. Primarily, the Defendant argument centers upon the financial stake. It is not infrequent that one enters into marriage notwithstanding the substantial debt of the other spouse. The bond of marriage or entry into that bond is not frustrated merely because a debt of the size that this case presents is incurred. The defendant sought an introduction to a Western male and the Plaintiff fulfilled its obligation. The Defendant has failed to persuade this court that any well-defined considerations involving public policy concerning the institution of marriage is violated by the enforcement of this contract. No argument has been advanced that Chinese law applies to the contract.

Therefore, the Court finds for the plaintiff, and assesses damages in the amount of $7,500.

ENTERED: March 28, 2001 s/Paul E. Ryan, J

COMMONWEALTH OF MASASCHUSETTS
APPEAL'S COURT
CLERK'S OFFICE
1500 NEW Court House
Boston, Massachusetts 02108
(617) 725-8106
June 6, 202

Mr. Joseph Ureneck

P.O. Box 395
Milton, MA 02186

RE: No. 2002-P-0623

JOSEPH URENECK
v.
PING CUI

NOTICE OF DOCKET ENTRY

Please take note that, with respect to the Motion to suspend Rules under M.R.A.P. and allow appellant to file addendum material to brief or appendix, filed by Joseph Ureneck, (Paper #3), on June 5, 2002, the following order was entered on the docket of the above-referenced case:

RE#3: Denied as these materials were not before the trial court and cannot be present to this court in the first instance. (Doerfer, J.) *Notice.

Very Truly Yours,

The Clerk's Office

Dated; June 6, 2002
To: Mr. Joseph Ureneck
John P. O'Connell, Esquire

(PLAINTIFF'S APPLICATION FOR FURTHER APPELLATE REVIEW TO MASSACHUSETTS SUPREME COURT)

1. REQUEST FOR LEAVE TO OBTAIN FURTHER APPELLATE REVIEW

Plaintiff/Appellant in the above captioned case hereby requests leave of Supreme Judicial Court of Massachusetts to obtain further appellate review of the Massachusetts Appeals Court decision of November 4, 2003.

2. PRIOR PROCEEDINGS IN CASE

Case originally heard in Quincy District Court on Case Stated basis with judgment for Plaintiff on March 28, 2001. On March 8, 2002 the Southern District Appellate Division ruled in favor of Defendant and on November 4, 2003 the Massachusetts Appeals Court upheld ruling of Appellate Division. No rehearing has been sought in the Appeals Court and Plaintiff now requests further appellate review of the Supreme Judicial Court of Massachusetts.

3. RELEVANT FACTS TO APPEAL

The relevant undisputed facts are listed in the "Statement of Agreed Facts". Contrary to indications within the Appeals Court decision neither Plaintiff nor Defendant stipulated any other facts to be undisputed.

Specifically and contrary to the direct or implied assertion of Appeals Court decision, there is no agreed fact that the only service Rainbow provided was of "international matchmaking", that the service was marketed to Defendant as " a personal and convenient way to meet your marriage partner", that its service was limited to putting pictures of clients on a web site, that in return for placement on a web site clients were only given names and information about "Western men", that the translation and

consultancy service to Cui by way of emails to Mr. Choma in March and April of 1998 did not include information on administrative procedures in China, that following Defendant's agreement with Rainbow the only service provided to her was to place her name and information on a web site.

According to the contract Rainbow agreed (1) to provide an international matchmaking service; (2) To introduce suitable prospective marriage partners on a continuing basis until such time as the client is married. Such introductions to be made consecutively one person at a time; subsequent introductions dependent on whether client decides to continue his/her communication with the person introduced; (3) To act as a consultant to client in any matter related to above services. Such consultancy to be free of charge but to be cost accounted at US$50./hour for office and telephone consultation; (4) To arrange for translation of letters from Chinese language to English.

4. STATEMENT OF POINTS RESPECTING FURTHER APPELLATE REVIEW OF APPEALS COURT DECISION

The Massachusetts Appeals court erred in its decision in the following ways:

1. Reliance on Disputed Facts

The Court's description of undisputed facts is incorrect. Although the only undisputed facts are those agreed to in the "Statement of Agreed Facts' there was prejudicial error by the Court as it went beyond these agreed facts in citing disputed facts in reaching its decision.

2.Inconsistent Appeals Court Rationale

Despite the Court's statement to the Plaintiff's attorney during oral argument that the Appeals Court has no record

of facts to distinguish between Plaintiff and Defendant's arguments the Court then relied on unproven and disputed facts to make its decision. Moreover, the Court's denial (June 6, 2002) of the Plaintiff's motion prior to oral argument to augment the record with documentation provided to Plaintiff's original attorney but not submitted to the district court highlights the inconsistent rationale of the Appeals Court decision.

3. Ignoring Factual Basis of Case Precedents and Statute Law of California and Connecticut Allowing Marriage Referral Contracts

Although the Appeals Court relied on what it called "a carefully researched opinion" of the Appellate Division of the District Court" in its decision it failed to note the contradictions and inconsistencies therein. Specifically, the Court states there is clear and consistent case law and commentary on "marriage brokerage" contracts. Although this may be the case regarding a true 'marriage brokerage' contract, the Court was incorrect in its blanket application of that case law and commentary to this case. Plaintiff's brief demonstrates that in each and every case precedent cited by the District Appellate Division the distinguishing characteristics of those contracts were not (and the Plaintiff argues can not be found to be) in the services provided by Rainbow to Cui. A close comparative examination of the characteristics of Rainbow's service with preceding cases is absolutely required for a well-founded court decision, particularly so as there is no Massachusetts legislative statute that addresses such contracts. In contrast, as the Plaintiff pointed out but the Appeals Court ignored, are the statutes in two states, California and Connecticut, which specifically allow marriage referral contracts, contracts that the Appeals Court ruling would construe to be that of "marriage brokerage" and thus void.

4.No Evidence of 'Mail Order Bride' Contract

The Appeals Court presents its view of the Rainbow service as one of a "mail order bride" catalogue but does not quote the disclaimer on Rainbow's web page to the contrary. Plaintiff did not reach into the question of gender bias but found it necessary during oral argument to clarify to the court that the Rainbow's service contract was solely with the Defendant, a female, and that no contract was entered into with nor payment of any kind received from any male. Thus, it is incongruous for the Appeals Court to label Rainbow to be a "mail-order bride" business when no male individual paid for an introduction service with Defendant.

5. Appeals Court Ruling Not a Reasonable Application of Public Policy Concern

The Appeals Court ruling appears to Plaintiff to be based more on the Court's disdain for the type of service Rainbow provided than for a logical reasoning that it is proven to harm the public interest. The Massachusetts legislature has never established a public policy against marriage referral or introduction contracts, more appropriate labels for the Rainbow contract. The Appeal Court ruling is akin to reasoning that because a contract involving a "lemon" automobile is void on public policy it follows that such a prohibition makes all auto sales contracts invalid. There is no doubt that such reasoning is flawed. Plaintiff does not seek, as Appeals Court states, to "define narrowly" a marriage brokerage contract. Rather, Plaintiff argues that an inquiry into the specific facts of the case and a comparison with case precedent characteristics, along with a base demonstrable showing of harm to public interest, is required to determine if the Rainbow contract conflicts with public policy or if, instead as the Plaintiff argues, it is, as an introduction and marriage referral

service, a permissible contract. This the Appeals Court did not do and so the Appeals Court ruling unreasonably broadens the definition of prohibited contracts.

6. Reliance on Congressional Report Flawed

The Appeals Court reliance on the Report to Congress addressing international matchmaking organizations is also flawed. The clear thrust of the Congressional report and the underlying writings is the presumed purchase of "mail-order bride" service by men (of the United States) and the problems that arise in a small percentage of marriages, which the services help to bring about. Regarding Rainbow's service to the Defendant, however, as noted above no man paid Rainbow to "order a bride". Only the Defendant, a female, contracted Rainbow for introduction service. Although the Appeals Court would apparently try through its ruling to control and limit the use of 'mail order bride' catalogues, it only succeeds through this ruling to prohibit individuals who happen to reside outside the United States from contracting for introduction and marriage referral service in the state of Massachusetts. It is thus not only the rights of the Plaintiff which are harmed by the Appeal Court ruling but also that of all non-US citizens who can receive this service in all 50 states except for Massachusetts.

To address the Congressional Report's point regarding "disadvantaged women"-although no evidence was presented that Defendant was disadvantaged in any way the Appeals Court appears to make this assumption. To the contrary, should the court have allowed the Plaintiff's Motion to File Addendum Material (June 10, 2002) to the record (or should the case have gone through discovery) Plaintiff would have presented evidence that Defendant was economically well situated. Further, the Congressional Report by its overall conclusion and by establishing

regulations for the conduct of matchmaking services, contrary to prohibiting such service, inherently recognizes the right to and the validity of the service. The Appeals Court decision does not explain why the service provided to Defendant by Rainbow is allowed under Federal law but should not be allowed under Massachusetts law. The Appeals Court was thus mistaken in going beyond the normal protections of contract law in basing its decision in part on the report.

7. Marriage Referral Service Legally Recognized

As already noted, the Appeals Court ignored both California and Connecticut statute law specifically allowing "matrimonial" referral service. Although Plaintiff's brief noted in depth the difference between "marriage broker" and "marriage referral" the Appeals Court was completely silent on this point. (For example, although the Appeals Court references *Morrison v. Rodgers, California (1896)* it does not explain, or even respond to Plaintiff's brief material, the fact that current California law allows marriage referrals.) The court thus chose to ignore the fact that marriage referral contracts are legally recognized. The Court also errs when it states Plaintiff contends the contract is (solely) for dating and support as the Plaintiff never argues that point in his briefs.

8. No Recognition of Distinguishing Characteristics

The "pernicious" (*Story*) tendency that the Appeals Court refers to in the breadth of prohibition is clearly targeted at those broker contracts that arrange or procure a marriage. The Appeals Court is remiss by neglecting to examine in detail the case law on which its decision is based. In so doing it would find the cases which *First Restatement of Contracts, Pollock's Principles of Contract, Pomeroy's Equity Jurisprudence and American Jurisprudence* all rely in their proscription of true marriage brokerage contracts

are a world apart from the Rainbow contract. As described in Plaintiff's brief the distinguishing characteristics of those cases are clearly not present in Rainbow's contract or in its provision of services.

9. Misreading of Leifer

The Appeals Court also relies on *State vs. Leifer, 89 Misc. 2d 724*. Plaintiff contends that a close reading of the decision and facts in that case would show, like the California and Connecticut statutes, that, while invalidating a clear quid pro quo broker provision, it upheld "a company's service ***introducing*** individuals for the purpose of marriage" (emphasis added) under New York General Business Law Sec. 394-c.

10. No Interference in Freedom of Choice

The most important criteria regarding the public policy question of this case is freedom of choice. No evidence, agreed to or disputed, was presented that Defendant was limited in her freedom to choose a spouse. Evidence was presented to the contrary however that Plaintiff provided Defendant with a range of services that enlarged her options in meeting prospective partners. The Court (Decision, final paragraph) errs in its reading of Plaintiff's brief by stating Plaintiff argues Rainbow did not interfere with spouse's free choice of partner because payment was "following" the marriage. Plaintiff never argued to that point. More accurately, Plaintiff in the Brief argues that the manner in which the services were contracted and provided to Defendant over a three year period in no manner interfered with her freedom of choice of a spouse and, to the contrary, provided Defendant with range of options equal to or greater than those available to individuals not using Rainbow services.

5. WHY FURTHER APPELLATE REVIEW IS APPROPRIATE

Plaintiff believes that should the Appeals Court decision stand his and all non-US citizen equal protection rights under the 14th Amendment to the US Constitution (a contract with similarly situated individual in other states, eg. California or Connecticut, would not be void for public policy reasons) and his rights under the Massachusetts Declaration of Rights Article X, XI and XII will be violated. Plaintiff also believes the decision will be contrary to the intent of the Massachusetts Legislature under Massachusetts General Law 106 and 235 to harmonize its laws with other states, currently California (Civil Code 1692-1694.4) and Connecticut (General Statute, Title 42, Chap. 743p, sec. 43-321) and will conflict with the US Constitution Article IV requiring full faith and credit. The Appeals Court ruling with its troubling reliance on disputed facts and assumptions and selective use of case precedent and commentary requires further review.

It is appropriate for the Supreme Judicial Court to review this Appeals Court decision in the interest of justice. The prohibition against true marriage brokerage cited by the Appeals Court has its roots in the late 1600s of *Hall v. Potter, 2 Levinz 412 1695*. These originating decisions and those that followed were clearly a prohibition against quid pro quo business arrangements regarding marriage such as the bartering of individuals for a mortgage. Although at oral argument the Appeals Court dismissed Plaintiff's argument that the discussion of *White v. Equitable Nuptial Benefit Union (1884)* applied to this case because *White* was a "long time ago" (*White* specifically noted allowance of payment of money upon the contingency of marriage so long as the party had the freedom to choose a partner and,

in fact, was cited by the Southern District Appellate Division in its ruling), the Court then inexplicably bases its decision on even older case law *e.g. Boynton v. Hubbard, 7 Mass 112 (1810)* in citing its prohibition against Rainbow's contract. Interestingly, the Appeals Court fails to mention *White*, cited in nearly every prohibition against marriage brokers, in its decision. In fact, *White v. Equitable* dealt squarely with the issue of restraint of marriage in a brokerage contract while *Boynton v. Hubbard* examined the contracting away of an inheritance and only as an aside commented on the issue of marriage brokerage contracts.

Given the basic Appeals Court premise that Rainbow's marriage referral contract harms public interest, Plaintiff believes the Supreme Judicial Court should review whether presumed and non-specific public policy considerations require acceptance of the Appeals Court ruling. The Appeals Court should not have created a new public policy regarding introduction and marriage referral services as such powers of policy creation are by the Massachusetts Constitution Declaration of Rights Article XXX left to the state legislature.

It is appropriate for the Supreme Judicial Court to review the Appeals Court decision in order to decide if the District Court decision should be upheld or, given the Appeals Court acknowledgment during oral argument to the lack of facts available to it, whether to order a new trial in the District Court.

Respectfully submitted
Joseph Ureneck, Pro se

By S/:_____

Joseph Ureneck
PO 395
Milton, MA 02186
617 436-0320

November 24, 2003

[CONTRACT]
RAINBOW
Beijing Friendship Hotel, Room 30339, Beijing, China 100873
Tel.: 86-1-8498883 ext 30339, 86-1-8499408 / Fax: 86-1-8499408

Rainbow, a US. company provides the following services to client:
1. To provide an international matchmaking service.
2. To introduce suitable prospective marriage partners on a continuing basis until such time as the client is married. Such introductions to be made consecutively one person at a time; subsequent introductions dependant on whether client decides to continue his/her communication with person introduced.
3. To act as a consultant to client in any matter related to the above services. Such consultancy to be free of charge but to be cost accounted at $US50./hour for office and telephone consultation.
4. To arrange for translation of letters from Chinese into English.

The client agrees:
1. To provide suitable photographs of a type and quality requested by Rainbow introductions.
2. To allow Rainbow to edit for clarity and quality all letters and to review all photographs used in

correspondence with person introduced if Rainbow determines such review is required.
3. To respond in writing within a reasonable period of time to the client to whom she has been introduced.
4. To provide Rainbow with a copy of marriage photograph for company records.
5. It is understood by client that no guarantee is made as to when a successful match/marriage will be made.
6 Failure by client to adhere to stipulations numbered 1,2,3 make this agreement null and void
7. Initial registration fee is not refundable. An annual fee, based on the rate of inflation may be charged.

Further, client , Miss/Mr. s/Rose Cui ID# 18955120 (copy attached), agrees to pay Rainbow US$7,500. Seven Thousand Five Hundred USD Dollars) following his /her marriage with a person introduced by Rainbow, that if such payment isnot made within 60 days following such marriage there shall be an annual interest rate of 18% paid by client on all payments overdue , that all cost associated with collection of such payment shall be assumed by client, that settlement of any dispute regarding this agreement shall be settled in that country in which (12) clients holds legal residency and in which client's spouse holds nationality or in that country in which client's holds nationality, and that this agreement is not limited by time or location.

Agreed to by (client) s/[Chinese] Rose Cui this date 1995.5.20 This agreement is provided in both Chinese and English and both copies are valid.

(Connecticut State Law)

CHAPTER 743p
DATING SERVICES

Sec. 42-320. Definitions. As used in this section and section 42-321:
(1) "Buyer" means any person entering into a social referral services contract with a seller;
(2) "Person" means a natural person, partnership, corporation, association or any other legal entity;
(3) "Seller" means any person offering social referral services; and
(4) "Social referral services" means dating, **matrimonial** or personal referral services by any of the following means: (A) An exchange of names, telephone numbers, addresses and statistics; (B) a photograph or video selection process; (C) personal introductions provided by the seller at the seller's place of business; and (D) a social environment provided by such person intended primarily as an alternative to singles' bars or club-type environments. (P.A. 96-259, S. 14.)

Sec. 42-321. Contract requirements. (a) Each contract for social referral services shall provide that such contract may be cancelled within three business days after the date of receipt by the buyer of a copy of the written contract, by written notice, delivered by certified or registered United States mail to the seller at an address which shall be specified in the contract.
(b) (1) In every contract for social referral services, the seller shall furnish to the buyer a fully completed copy of such contract at the time of its execution, which shows the date of the transaction and contains the name and address of the seller, and in the immediate proximity to the space reserved in the contract for the signature of the buyer and in

not less than ten-point bold face type, a statement in substantially the following form:

"YOU, THE BUYER, MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOUR RECEIPT OF THIS CONTRACT. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT."

(2) At the time the buyer signs the social referral service contract, a statement captioned "NOTICE OF CANCELLATION" shall be contained in the contract and shall contain, in not less than ten-point bold face type, the following information and statements:

"NOTICE OF CANCELLATION

.... (Date of Transaction)

YOU MAY CANCEL THIS CONTRACT, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS AFTER YOUR RECEIPT OF THIS CONTRACT BY MAILING THIS SIGNED AND DATED NOTICE OF CANCELLATION BY CERTIFIED OR REGISTERED UNITED STATES MAIL TO THE SELLER AT THE FOLLOWING ADDRESS: .... . IF YOU CANCEL, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE."

(3) All moneys paid pursuant to any contract for social referral services shall be refunded within ten business days of receipt of the notice of cancellation.

(P.A. 96-259, S. 15.)

CALIFORNIA CODES

CIVIL CODE

1694. As used in this chapter, a dating service contract is any contract with any organization that offers dating, **matrimonial**, or social referral services by any of the following means:

(a) An exchange of names, telephone numbers, addresses, and statistics.

(b) A photograph or video selection process.

(c) Personal introductions provided by the organization at its place of business.

(d) A social environment provided by the organization intended primarily as an alternative to other singles' bars or club-type environments.

1694.1. (a) In addition to any other right to revoke an offer, the buyer has the right to cancel a dating service contract or offer, until midnight of the third business day after the day on which the buyer signs an agreement or offer to purchase those services.

(b) Cancellation occurs when the buyer gives written notice of cancellation by mail, telegram, or delivery to the seller at the address specified in the agreement or offer.

(c) Notice of cancellation, if given by mail, is effective when deposited in the mail properly addressed with postage prepaid.

(d) Notice of cancellation given by the buyer need not take the particular form as provided in the contract or offer to purchase and, however expressed, is effective if it indicates the intention of the buyer not to be bound by the dating service contract.

(e) All moneys paid pursuant to any contract for dating services shall be refunded within 10 days of receipt of the notice of cancellation.

(f) The buyer may notify the dating service of his or her intent to cancel the contract within the three-day period

specified in this section and stop the processing of a credit card voucher or check by telephone notification to the dating service. However, this does not negate the obligation of the buyer to cancel the contract by mail, telegram, or delivery as required pursuant to this section.

1694.2. (a) A dating service contract shall be in writing. A copy of the contract shall be provided to the buyer at the time he or she signs the contract.

(b) Every dating service contract shall contain on its face, and in close proximity to the space reserved for the signature of the buyer, a conspicuous statement in a size equal to at least 10-point boldface type, as follows:

"You, the buyer, may cancel this agreement, without any penalty or obligation, at any time prior to midnight of the original contract seller's third business day following the date of this contract, excluding Sundays and holidays. To cancel this agreement, mail or deliver a signed and dated notice, or send a telegram which states that you, the buyer, are canceling this agreement, or words of similar effect. This notice shall be sent to: (Name of the business that sold you the contract) ."(Address of the business that sold you the contract)

(c) The dating service contract shall contain on the first page, in a type size no smaller than that generally used in the body of the document, the name and address of the dating service operator to which the notice of cancellation is to be mailed; and the date the buyer signed the contract.

(d) No dating service contract shall require payments or financing by the buyer over a period in excess of two years from the date the contract is entered into, nor shall the term of any such contract be measured by the life of the buyer. However, the services to be rendered to the buyer under the contract may extend over a period beginning within six months and ending within three years of the date

the contract is entered into.

(e) If a dating service contract is not in compliance with this chapter, the buyer may, at any time, cancel the contract.

1694.3. Every dating service contract shall contain language providing that:

(a) If by reason of death or disability the buyer is unable to receive all services for which the buyer has contracted, the buyer and the buyer's estate may elect to be relieved of the obligation to make payments for services other than those received before death or the onset of disability, except as provided in paragraph (3).

(1) If the buyer has prepaid any amount for services, so much of the amount prepaid that is allocable to services that the buyer has not received shall be promptly refunded to the buyer or his or her representative.

(2) "Disability" means a condition which precludes the buyer from physically using the services specified in the contract during the term of disability and the condition is verified in writing by a physician designated and remunerated by the buyer. The written verification of the physician shall be presented to the seller.

(3) If the physician determines that the duration of the disability will be less than six months, the seller may extend the term of the contract for a period of six months at no additional charge to the buyer in lieu of cancellation.

(b) If the buyer relocates his or her primary residence further than 50 miles from the dating service office and is unable to transfer the contract to a comparable facility, the buyer may elect to be relieved of the obligation to make payment for services other than those received prior to that relocation, and if the buyer has prepaid any amount for dating services, so much of the amount prepaid that is allocable to services that the buyer has not received shall be promptly refunded to the buyer. A buyer who

elects to be relieved of further obligation pursuant to this subdivision may be charged a predetermined fee not to exceed one hundred dollars ($100) or, if more than half the life of the contract has expired, a predetermined fee not to exceed fifty dollars ($50).

1694.4. (a) Any contract for dating services which does not comply with this chapter is void and unenforceable.

(b) Any contract for dating services entered into under willful and fraudulent or misleading information or advertisements of the seller is void and unenforceable.

(c) Any buyer injured by a violation of this chapter may bring an action for the recovery of damages in a court of competent jurisdiction. Judgment may be entered for three times the amount at which the actual damages are assessed. Reasonable attorney fees may be awarded to the prevailing party.

(d) Notwithstanding the provisions of any contract to the contrary, whenever the contract price is payable in installments and the buyer is relieved from making further payments or entitled to a refund under this chapter, the buyer shall be entitled to receive a refund or refund credit of that portion of the cash price as is allocable to the services not actually received by the buyer. The refund of any finance charge shall be computed according to the "sum of the balance method," also known as the "Rule of 78."

(e) Any waiver by the buyer of this chapter is void and unenforceable.

(BOSTON GLOBE)

DATING SERVICES MAY PROVIDE MATCHLESS PERFORMANCE

Author: By Patricia Wen and Bruce Mohl, [BOSTON] Globe Staff **Date:** 02/09/1997 **Page:** B1 **Section:** Metro

CONSUMER BEAT
If you have a consumer tip, call 474-2510 or e-mail Patricia Wen at wen(at sign)globe.com or Bruce Mohl at mohl(at sign)globe.com. Their mailing address at the Globe is PO Box 2378, Boston, MA 02107-2378.

Some people may find it painful to shell out $2 for a Valentine's Day card this week, but thousands of others willingly lay out $1,500 or more in search of a sweetheart to receive such a tribute.

It may sound exorbitant -- especially compared to the cost of personal ads -- but major dating companies such as Together, Successful Singles, Great Expectations and the Post Club are signing up thousands of single men and women, functioning essentially as headhunters for lovers.

These dating services woo customers aggressively and sometimes prey on the emotionally vulnerable, but they also have a track record of many marriages and satisfied customers. And hard-working singles say the dating companies can be a time-saving way of meeting your soulmate.
``It allows you the opportunity to meet people you might not otherwise meet,'' said Steve Dillion, 30, a business broker who attended a wine-and-cheese mixer at the Post Club in Newton this month. ``I've had a few dates so far, and the people here are professional, serious, and well-mannered.''

But as with any affair of the heart, emotion can sometimes cloud judgment. **Dating firms charge from $300 to**

$10,000 for their services, and there are no guarantees. It pays to check a company out thoroughly before signing the contract, because refunds are hard to get.

Dating companies are often short-lived, so be wary of startups. A Globe survey of ``dating service" entries in the Yellow Pages over the past two years showed roughly half are now out of business or have disconnected phone numbers.

Potential customers should be prepared for aggressive sales tactics, because representatives are often paid on commission. The pitch may include a lot of flattery, assurances that many members will want to date you, and a hefty ``discount" of $300 to $900 off the standard price if you join the first day you come in.

``I was told that given my age and education level and good looks that women at Great Expectations were dying to meet me and that I would have more dates than I could handle," wrote one man with a $2,195 membership in a complaint filed with the state attorney general. ``After nine months I have yet to go on my first date."

More than 60 consumer complaints against Great Expectations, accusing them of high-pressure sales tactics including one-time-only discounts, prompted a settlement with the attorney general's office in 1992. The agency is now required to offer a three-day refund policy.

Still, some members say today's dating services are far more dignified than personal ads and the bar scene. They also bring people together not just for dates, but also for weekly mixers and special events.

With a service, too, you don't have to spend an evening at dinner to find out if a date wants children, smokes or has

been married before. You learn it beforehand from the agency's detailed profiles.

While services vary in the degree of verification they do, they insist any fudging is usually harmless. Cheryl Goodman, who owns the Post Club in Newton with her husband, Mark, said, ``Men lie about their height, and women lie about their weight."

Reputation is everything in this business, and each service boasts of many marriages and engagements (the reception rooms are decorated with photos of beaming brides and grooms) and contends it is the only one that doesn't inflate membership statistics.

But even with plenty of members, the companies can't perform miracles. A membership of 6,000 may sound like a lot, but the odds of finding a match lengthen if you are an older woman, a racial minority, a smoker, or someone who has unrealistically high expectations.
In a complaint filed with the attorney general in 1995, a black woman said she had been assured by one major service that there were plenty of black men or white men interested in dating women of color. ``I found a couple in my age group, but none desirable," the woman wrote.

Great Expectations and Successful Singles each have had 21 complaints filed against them since 1994, the highest of the major dating services, according to state records. No major firm is without any complaints on file. Managers of these services respond that in the emotional world of dating, they can't expect to please every customer.

Perhaps most important when considering a dating company is its philosophy. Some rely on people to make matches, some rely on computers and some let members do

the matching through videos and profiles. Each approach has its pros and cons.

At Successful Singles, members fill out an 800-question personal inventory that explores their attitudes toward religion, sex, financial matters and communications skills. Members are asked their level of agreement or disagreement with such statements as ``Wearing designer clothes is worth the extra money," or ``Government control of pornography is unnecessary."
Feeding that information into a computer, Successful Singles says it is able to find dates that are mutually compatible. ``We know you as good or better than you know yourself," said Ronald J. Kater, president.

But Brenan McGarrigle, who says she is responsible for more than 300 marriages in her 14 years at Together, said you can't squeeze personal chemistry out of a computer. Together uses a short personality test, but relies on interviewers like McGarrigle to make matches.

Neither Successful Singles nor Together gives members a picture of their dates before they meet. It's part of their philosophy that video dating services are nothing but a glorified bar scene that yields little chance of lasting success. ``Even Cindy Crawford and Richard Gere got sick of each other," said Paul Falzone, Together's Massachusetts president.

But the video-based companies said nobody can ignore the role of looks, and videos and photos are just part of their overall package. Each member also writes a profile including interests and beliefs. Most important, they say, the members do the picking, not the service.

``We're not a matchmaking service," said Gloria Cocco, director of Great Expectations in Newton. ``We believe nobody but you can make the decision."

Apart from the major dating service firms, there are smaller ones that offer different options. LunchDates, for example, arranges meetings between members during lunchtime. Your Table is Ready offers four men and four women the opportunity to meet at a restaurant over dinner, then exchange business cards.

Other firms such as New Possibilities, a nonprofit Jewish dating service, offer dating for those with a specific requirement; prices start at $290 for three referrals.

And then there is Gentlepeople, the posh Newbury Street dating service where 70-year-old Zelda Fischer says she has been bringing together people ``of style and substance" for 16 years. **A two-year membership costs $10,000.**

Fischer said she is currently representing a 40-year-old Toronto man who hired her to find Ms. Right. She ran an ad in the Toronto Star inviting interested women to call, and flew up to interview them herself. Even so, she says there are no guarantees with love.
``It's chancy. Luck plays a huge part," she said.

SIDEBAR:

Matchmaking for money: High prices, no guarantees
Dating services vary widely in both prices and philosophies about matching members. A snapshot of the area's major services:

TOGETHER
Chestnut Hill, Auburn, Framingham, Woburn and Hingham, and Warwick, R.I. 175 franchises worldwide.
800-348-3283

Years in Mass.
23 years; 7 years under current management
Active members
6,000 in Mass. and R.I.
How women and men meet
Counselors play matchmaker with a personal touch. They learn about members through interviews and a short personality test and use the information to make matches.
Costs and joing incentives
Prices range from $1,895 for six referrals to a high of $4,895 for 24. Signing contract at initial interview yields discounts ranging from $400 to $900.
Refund policy
Full refund if membership canceled before initial referral.
Information verification
Verifies divorce or separation by checking court records.

GREAT EXPECTATIONS
Newton and Stamford and Hartford, Conn. Nationwide, more than 50 other locations.
800-339-7646
Years in Mass.
8 years
Active members
1,500
How women and men meet
Members do their own matchmaking, relying on photos, short videos and profiles. They tell the staff of their interest in meeting another member. If interest is mutual, staff releases names and phone numbers to both sides.
Costs and joing incentives
$1,695 to $3,495 based on the duration and type of membership. If you join at the initial interview, it costs $500 less. The $1,695 fee buys a six-month membership.
Refund policy
Full refund if membership is canceled within three days.

Information verification
Clients must provide three forms of identification.

SUCCESSFUL SINGLES
Wellesley and North Andover.
800-698-2222
Years in Mass.
12 years
Active members
6,000
How women and men meet
Information from interview and personality inventory is fed into a computer, which generates a list of compatible people. Counselor reviews a member's special requests before referring clients.
Costs and joing incentives
Six months of referrals, between six and 30, cost $1,595. The cost rises to **$1,895 for a year and 12 to 60 referrals, and $2,495 for two years** and 24 to 120 referrals.
Refund policy
Full refund if contract canceled in writing in three business days.
Information verification
Verifies divorces by checking court records. Identification required.

THE POST CLUB
Newton. One other site in Boca Raton, Fla.
617-332-2582
Years in Mass.
9 years
Active members
1,400
How women and men meet
Video-based service, with the option of a personalized referral program in which a counselor matches clients.

With video service, members select dates using photos, videos and profiles. Mutual consent is required to meet.
Costs and joing incentives
$1,295 to $1,695 one-time fee for the video-based service, and $2,995 for the VIP personal-referral package. A $300 discount if you join within a week of first interview. Members also pay a $26 monthly fee.
Refund policy
No refunds.
Information verification
Two forms of identification required. Home address and home and work phone numbers verified.

GENTLEPEOPLE
172 Newbury St., Boston
617-492-1200
Years in Mass.
16 years
Active members
50
How women and men meet
Zelda Fischer, 70, operates as a ``dating consultant,'' arranging dates for clients by using personal contacts and by running personal ads.
Costs and joing incentives
Two-year membership costs $10,000. No smokers allowed.
Refund policy
No firm policy. Refunds negotiated if clients dissatisfied.
Information verification
Identification required. Employment verified.

LUNCHDATES
Brighton, downtown Boston, Weymouth, Burlington, Framingham, Auburn.
617-254-3000

Years in Mass.
14 years
Active members
1,800
How women and men meet
Counselors interview clients and then set up dates after getting the clients' approval. Clients are given the first name and some basic information about their date, but no picture or address.
Costs and joing incentives
Memberships range from $500 for three months and a minimum of five dates to $950 for one year and a minimum of 20 dates.
Refund policy
Full refund up until first date.
Information verification
Identification required.

(N.Y. Times)
March 14, 1999, Sunday
SOCIETY DESK VOWS; Barbara Zeifer and Christopher Luis **By LOIS SMITH BRADY**

AFTER one divorce and many broken hearts, Dr. Barbara Zeifer decided to call Denise Winston, a professional matchmaker, for help. "I was so upset I didn't know what to do," said Dr. Zeifer, who is 42 and a diagnostic radiologist in New York. "I'd exhausted all of my friends. I found myself asking strangers at work, 'Oh, do you know

anyone?' People would look at me and say, 'I can't even find a good secretary, let alone someone for you to go out with.' "

Ms. Winston lives on the Upper East Side in a high-rise apartment decorated with glass sculptures that sparkle like diamond engagement rings. She meets clients there, asking them to bring her everything from pictures of old loves to doctors' notes confirming they do not carry infectious diseases. They also have to bring a large sum of money. **(Dr. Zeifer, who was guaranteed a minimum of one date a month for two years, paid $15,000.)**

Ms. Winston spends almost every evening scouring cocktail parties, political fund-raisers and charity balls for people who meet her clients' wish-list requirements. "I have to go out and recruit matches," she said. "My next event is at Christie's for a preview of gowns women wore to the Oscars. Oh, I will definitely work that room."

She also provides plentiful love advice: "I tell people to date against their type," she said. "You need to cast as wide a net as possible to find your soul mate. And I believe we have many soul mates. I don't believe in a world of five billion there is only one."

Last May, Ms. Winston introduced Dr. Zeifer to Christopher Luis, another client. Mr. Luis, 45, is divorced, loves to cook, looks like the actor Kevin Spacey and has three children between the ages of 11 and 18. He is a senior consultant in the Deltech Consulting Group, a business advisory company in Avon, Conn., but he dresses more like a sculptor. "He wears black from head to toe," Lita Cunningham-Mitchell, a friend, said. "He's very New York and definitely not into the golf course."

Just as Mr. Luis is an atypical businessman, Dr. Zeifer, the director of radiology at the New York Eye and Ear Infirmary, is not your usual physician. She consults a psychic, loves bell-bottoms and lives in an apartment full of purple, green and yellow furniture.

Mr. Luis was Dr. Zeifer's fourth matchup, and she was his 20th. (Among others, Ms. Winston had set Mr. Luis up with an investment banker, the daughter of a famous politician and a partner in a law firm.) On May 14 of last year, he picked Dr. Zeifer up for their first date.

"I walked in, and her face and her smile just got me," he remembered. "I had to look away for a brief second because I really liked her. It was immediate."

She says she fell in love with him a few days later, on their second date, at his Gramercy Park apartment. "He invited me over for dinner," she said. "I came in, and he started opening his cabinets and saying, 'Here are my plates and here are my bowls and here's my salad dressing and here are my spices.' I thought, 'Here is someone who's opening up. He's saying, "I don't have anything to hide. This is who I am." ' That was it for me."

Before long, they broke one of Ms. Winston's dating rules. "Denise tells everyone, 'Take it slow, one date at a time,' " Dr. Zeifer said. "But by the second week, Christopher called me and said, 'I don't know about this business of taking it slow.' "

On March 6, they were married at Astra, a party space on Third Avenue. Ms. Winston, who was among the guests, explained why she originally thought the couple would make a great match: "I knew he would love how she looks. She's his physical type -- slim, petite, cute in a

sophisticated way. I was the one who told her to put the blond in her hair. He's very romantic and kind. He's nurturing, and she needed someone like that."

Ms. Winston added, "After just a few dates, he told me, 'I think this is the one.' Of course, I didn't tell her. I'm the keeper of the secrets."

(NY Times)
February 21, 1999, Sunday
MONEY AND BUSINESS/FINANCIAL DESK Private Sector; Is There a Lonely Heart For Every Deal on Wall St.?
By ALEX KUCZYNSKI (NYT)

Last Sunday, an article in the Money & Business section described the work of Janis Spindel, **a matchmaker who charges busy Wall Street executives $10,000 to be set up on a dozen dates over the course of a year**. (That's the fee for men; women, who seem to need less help, pay half.) In the days that followed, the author of the article was besieged with 40 phone calls from romance-hungry readers or their anxious kin. The supplicants ranged from a 29-year-old tax lawyer in Chicago who thought he might try his luck, despite the distance, to an investment banker at Donaldson, Lufkin & Jenrette with an exceedingly quiet social life -- "but I got a big bonus last year," he said with enthusiasm. Then there was the 74-year-old woman who wondered if "any of these nice boys had grandfathers."
An intriguing pattern emerged: Women tended to ramble on about their love lives and explain why they were seeking Ms. Spindel's services, while men left curt messages giving only their names, phone numbers and exhortations to return their calls promptly.
One woman -- with a single daughter at Morgan Stanley -- called from Boca Raton, Fla. "But please, please don't use my name," she said. "My daughter would be so mad at me.

She's successful, good-looking and having a hard time finding a quality person out there. So I thought I would do a little detective work. Call me your typical Jewish mother." And who would pay the fee? "Oh I would," she said. "And don't you tell." ALEX KUCZYNSKI

Court says bride doesn't have to pay matchmaker

By DAN DeLEO
The Patriot Ledger Nov. 45, 2003

QUINCY - He wasn't exactly the husband she was looking for, but in the end, he turned out to be a bargain.

In a ruling by the state Appeals Court yesterday, a Chinese woman who married a Massachusetts man after meeting him through an online matchmaking service learned she did not have to pay thousands of dollars in fees that were part of the contract with the company.

Ping Cui, 41, of Beijing, hired Dorchester-based Rainbow Introductions in 1995 to help her find an American or "Western" husband.

The company, owned and operated by Joseph Ureneck, put her in contact with dozens of men, including John Choma, 53, of Dorchester.

The two hit it off in E-mail exchanges.

Choma visited Cui and her family twice in Beijing, and informed Rainbow Introductions in 1998 that apparently they were heading for marriage because, Ping, who speaks little English, was already arranging to have marriage photos taken.

Although the two eventually did get married in Attleboro in 1999, when Rainbow Introductions tried to collect its $7,500 fee for the ''successful match," Cui said she wouldn't pay.

''... The man you introduced was not the same man," Cui said in letter to the company. ''He is not an engineer and he doesn't have a regular job."

Cui, who had her first child with her husband last year, argued that Rainbow Introductions failed to check Choma's background and biographical information.

She also added that she was not working and would be unable to pay.

Rainbow Introductions won the initial legal battle in Quincy District Court in 2002. But that decision was reversed by the Appellate Division of the District Court.

Ureneck appealed to the state Court of Appeals and lost.

That court's ruling said that the agreement between Cui and Rainbow Introductions was, a marriage brokerage contract, which is illegal in Massachusetts and every other state.

According to the law, a marriage brokerage contract is defined as a contract to pay a third party for negotiating or procuring a marriage.

Ureneck, who said he plans to appeal the recent decision to the Supreme Judicial Court, argued that his business went far beyond the traditional services of a marriage broker.

For instance, he said, he provided language translation for Cui and consultation services over a three-year period.

The company's web site says, "Rainbow Introductions ... is a personal and convenient way to meet your marriage partner... We are not a mail-order bride or catalogue service."

He said he believes he will eventually get his $7,500.

"(Rainbow Introductions) doesn't set up or arrange marriages," Ureneck said. "Throwing the mantel [(sic)]of marriage brokerage over this contract is an easy way for (Cui and Choma) to get the services without paying for them."

Cui's attorney, John Connell, said the case could have far-reaching ramifications for online matchmaking services, because there are no current cases that deal with marriage brokers.

"With the Internet, marriage brokerage is a booming business," Connell said. "This business is on a collision course with all the states and their case law regarding marriage brokerage."

Cui did not get back her initial registration fee of $700.